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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

SACRAMENTO HOMELESS UNION, a
local of the CALIFORNIA HOMELESS
UNION/STATEWIDE ORGANIZING
COUNCIL, on behalf of itself and those it
represents; BETTY RIOS; DONTA
WILLIAMS; FALISHA SCOTT and all
those similarly situated,

Plaintiffs,

vs.

COUNTY OF SACRAMENTO, a political
subdivision of the State of California; CITY
OF SACRAMENTO, a municipal
corporation; and DOES 1 – 100,

Defendants.

Case No.: 2:22-cv-01095-TLN-KJN

**JOINT STATEMENT OF PARTIES
PURSUANT TO COURT'S AUGUST
2, 2023 ORDER (ECF NO. 39)**

Judge: Hon. Troy L. Nunley

Complaint Filed: June 24, 2022

Pursuant to the Court’s Order (“Order”) dated August 2, 2023 (ECF No. 39), the parties met and conferred remotely via Teams on August 8, 2023 at 10:00 a.m. Plaintiffs SACRAMENTO HOMELESS UNION, et al. were represented by Anthony Prince. Defendant CITY OF SACRAMENTO (“City”) was represented by Susana Alcala Wood, City Attorney; Andrea Velasquez, Supervising Deputy City Attorney, and Grace Pak, Senior Deputy City Attorney. Defendant COUNTY OF SACRAMENTO (“County”) was represented by Rick Heyer, Supervising Deputy County Counsel.

In accordance with the Order, the parties met and conferred regarding “possible ways to narrow the scope of any future in injunctions to best balance the competing interests at play. For example, the parties should discuss how to prioritize exceptions for ‘critical infrastructure’ for the City of Sacramento as defined by the City and the federal government.” (ECF No. 39 at 6:6-9.)

AREAS OF AGREEMENT

Plaintiffs and the City have agreed in principle to the areas outlined below. The County expressed that it is willing to be part of any discussions regarding critical infrastructure ordinances and safe grounds created in the future; however, the County’s position is that there is no evidence to support the issuance of a preliminary injunction against it. Plaintiffs and the City disagree.

1. **Camp Management**- Plaintiffs and the City can agree that camp management, such as trash and debris clean-up, should be permitted as long as it does not include items of personal/survival necessity belonging to persons experiencing homelessness (“PEH”). Plaintiffs specify that items subject to clean-up are those posing a demonstrable hazard (e.g., syringes, human waste) or items that are clearly refuse. Plaintiffs understand “camp management” *not* to entail the physical displacement of persons from or the clearing of a given encampment.

2. **Enforcement of the City’s sidewalk ordinance (Sacramento City Code 12.24)**- Plaintiffs and the City can agree that sidewalk obstructions blocking access leaving less than four (4’) feet of width can generally be enforced without displacing PEH; however, they

1 disagree as to where such enforcement is appropriate.

2 a. Plaintiffs' Position- Enforcement should be limited to sidewalks pedestrians
3 actually use versus sidewalks which are not utilized such as in an industrial area. In addition,
4 where there is obstruction of a sidewalk, a person will not be displaced or an encampment will
5 not be cleared unless the person and/or their possessions has been afforded an opportunity
6 and received assistance, if requested, to make adjustments to person and property such that
7 they remain at the location without creating an obstruction.

8 b. City's Position- Enforcement should include all City sidewalks given that it
9 is impossible to know which sidewalks are not utilized.

10 3. Miller Park- Plaintiffs and the City can agree that Plaintiff's Counsel, a
11 representative from the Sacramento Homeless Union, City staff, and other attendees as agreed
12 to and approved by both parties may take a tour of Miller Park and its facilities. The parties
13 can further agree to engage in ongoing discussions about the frequency, length, and scope of
14 any future access. The City can agree to providing shade structures (e.g., pop-ups) over tents
15 in areas with little to no shade, and alternative tents, such as those made of canvas or other
16 materials that may provide more or better protection from the heat.

17 a. Plaintiffs' Position: Safe, potable water must be provided in sufficient
18 quantities to ensure proper hydration; water shall not be delivered via garden-type hoses
19 regardless of whether attachments have been added or modifications made unless approved in
20 advance by qualified persons and installed by licensed professionals.

21 4. Future safe ground sites- Plaintiffs and the City can agree that if future safe
22 grounds sites are created by the City, PEH may be moved to them if offered and accepted.

23 a. Plaintiff's Position: Sites must meet physical/structural standards and
24 operate in accordance with agreed-upon policies and procedures to be negotiated by the
25 parties.

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27 **CRITICAL INFRASTRUCTURE**

28 1. Plaintiffs' Position- Plaintiffs seek amendment to City's critical infrastructure

ordinance (Sacramento City Code 8.140) to model the City of Novato's that was amended pursuant to a settlement agreement between Novato and the Homeless Union in *Marin County Homeless Union, et al. v. City of Novato, et al.*, Case No. 4:21-cv-05401-YGR at ECF No. 78 (N.D. Cal. Oct. 13, 2022): "Critical infrastructure may be any real property or facility, whether privately or publicly owned, as designated by the city council by resolution, that the city council determines in its discretion is so vital and integral to the operation or functioning of the city that its damage, incapacity, disruption, or destruction would have a debilitating impact on the public health, safety, or welfare." (Novato City Code 7-11.2(d).) Their ordinance was amended to delete references to specific locations other than to indicate that certain locations and facilities *may*, but not necessarily must be included such as ~~delete references to specific locations~~: "government buildings, such as schools, fire stations, police stations, jails, or courthouses; hospitals; structures, such as antennae, bridges, roads, train tracks, drainage systems, or levees; or systems, such as computer networks, public utilities, electrical wires, natural gas pipes, telecommunication centers, or water sources."

Novato's settlement agreement requires that if the city makes any amendments to designations of critical infrastructure, it must first consult with stakeholders including the homeless union. Additionally, proposed amendments go to an official City Committee on Housing and Homelessness, which prepares and submits a recommendation on the amendments to its city council.

2. City's Position- on August 1, 2023, the City Council adopted a critical infrastructure list resolution, in part, recognizing the City Manager's updated critical infrastructure list and approving any and all locations on the Critical Infrastructure List as "critical infrastructure" for purposes of Chapter 8.140 of the City Code. The City Manager issued a memorandum on July 25, 2023, which updated the locations on the Critical Infrastructure List that are designated as "critical infrastructure" for purposes of Chapter 8.140 of the City Code of courthouses and government law offices, including those of criminal prosecutors. The designation of a parcel or facility as "critical infrastructure" is a thoughtful and deliberate process. The City must be permitted to enforce this ordinance, as adopted by

1 the City Council recently, in order to ensure public safety.

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3 DATED: August 9, 2023

SUSANA ALCALA WOOD,
City Attorney

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5 */s/ Grace L. Pak*

6 By:_____

ANDREA M. VELASQUEZ
Supervising Deputy City Attorney
GRACE L. PAK
Senior Deputy City Attorney

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9 Attorneys for the Defendant
CITY OF SACRAMENTO

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12 DATED: August 9, 2023

LAW OFFICES OF ANTHONY D. PRINCE

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14 */s/ Anthony D. Prince* (as authorized on 8/9/23)

15 By:_____

ANTHONY D. PRINCE

Attorneys for the Plaintiffs
SACRAMENTO HOMELESS UNION

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20 DATED: August 9, 2023

LISA A. TRAVIS, COUNTY COUNSEL

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22 */s/ Rick Heyer* (as authorized on 8/9/23)

23 By:_____

RICK HEYER
Supervising Deputy County Counsel

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25 Attorneys for the Defendant
COUNTY OF SACRAMENTO